
 Austin Powder Argentina S.A. Petrochemical Division	<b>INTERNATIONAL TENDER TERMS AND  CONDITIONS FOR THE SUPPLY OF  A CONTINUOUS N2O EMISSION MONITORING  SYSTEM</b>			<b>NACAG-POT-  RQC-004</b>
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## CALL FOR TENDER

### For the Supply of continuous N2O emission monitoring Nitric Acid Production Plant of Austin Powder Argentina S.A.

**NOTE:** Change in this document on page 33.

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### Control Change

Document: REV.3

**Addressed to:**  
**Interested suppliers**


**REFERENCE** International tender, Austin Powder S.A. \_ Petrochemical Division.

**SUBJECT:** Tender Specifications - Call for Bids for the supply of a Continuous Emission Monitoring System (CEMS) for nitrous oxide (N<sub>2</sub>O) in a Nitric Acid Plant.


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## SECTION 1: General Information

### 1.1 RECOMMENDATION

This document constitutes the specifications and is published on the website: this does not commit AUSTIN POWDER Argentina S.A. (hereinafter APASA) to maintaining the content and technical specifications defined herein.

Therefore, interested bidders should take the following into account:

1. This document constitutes the conditions that bidders must follow when preparing their bids for comparison, evaluation, and subsequent award in the event that they meet and comply with each of the eligibility, weighting, and bidding requirements.

2. The bidder must familiarize themselves with the documents that make up this draft Specification and must strictly comply with the requirements and terms set forth therein. Due to the above, bidders who decide to participate in this open tender are advised to carefully read the specifications and follow the instructions set forth therein.

3. It is the bidder's responsibility to be sufficiently informed of the specific conditions of the selection process and the execution of the contract, which is why it is the bidder's responsibility to resolve any concerns arising from these specifications in advance and to notify APASA of any possible errors or inconsistencies found in this document. To this end, the bidder may ask questions or make comments at each stage of the bidding process, i.e., during the period for receiving comments on the document and the specifications with their annexes.


4. By submitting a proposal, the bidder certifies that they have studied and fully understood the technical specifications, annexes, formats, and other documents included in these specifications; and that they have received the necessary clarifications on the concerns or doubts previously consulted within the established deadlines and that they accept that this draft set of specifications is complete, compatible, and adequate to define the obligations acquired under the supply contract to be entered into with the successful bidder.

5. The bidder must verify that it is not subject to any of the disqualifications, incompatibilities, or conflicts of interest that would prevent it from contracting with APASA in accordance with the provisions of these specifications.

6. The bidder must guarantee that it complies with the conditions and requirements indicated herein and provide all the information required in this document within the deadlines defined in the Process Schedule.

7. In order to prepare the respective proposal, interested bidders must follow the dates and chronological order indicated by APASA in this document and the attached digital files, verifying and attaching to their proposal all the documents required in this call for bids (forms), which are a mandatory requirement for the proposal to be evaluated by the evaluation committee appointed by APASA.

8. Interested bidders must take into account the addenda published in this selection process, which may modify some conditions of the Specifications, in the event that requests from bidders are accepted or when errors are revealed that prevent the subjective selection of the contractor.

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9. Interested bidders must take into account the date and time set for the closing of this process. Under no circumstances will proposals received after the time set for this purpose in the process schedule be accepted.

10. Interested bidders must take into account in the preparation of their technical and financial proposals the variables, risks, and other circumstances arising from the performance of the contract, which are considered for all purposes to be assumed by the bidder, in accordance with the distribution defined in the risk matrix.

## 1.2 DEFINITIONS

For the purposes of the technical documents that are part of this tender, the following terms will be used:

- **Award:** It is the final decision of APASA, issued through an administrative act, which determines the awardee of this Procurement Process.
- **Strategic Allies:** Third parties or companies from which the bidder will acquire, purchase, or subcontract products or services necessary for the proper execution of the contract
- **Annex:** It is the set of documents attached to this Bid Specification and which form an integral part thereof.
- **Addendum/Amendment:** A document issued by APASA to modify the Bidding Terms and Conditions. Any modifications to the terms of the tender or contract must be adhered to by the bidders.
- **Goods and Services:** Supply of nitrous oxide monitoring technology for the APASA nitric acid production plant in Argentina. The technical specifications are provided in Annex 005 - Technical Specifications - Requirements for Goods and Services.
- **Contract/s:** agreement of wills that creates rights and obligations arising from this tender.
- **Convoking Party / Issuing Entity:** Austin Powder Argentina S.A.
- **Tender Documents / Solicitation:** These terms and conditions establish the requirements and conditions for participation in the procurement procedure.
- **Tender/Bidding:** participation of bidders in this hiring procedure.
- **Bidder/Offerer/Proponent(s):** the natural or legal person(s) participating in this hiring procedure and submitting proposals.
- **Awarded Bidder(s)/Offerer(s)/Proponent(s):** The bidder who is selected as the winner and awarded this tender.
- **E-mail address:** The address to be used by the convoking party, APASA, to receive documents and forms corresponding to this tender, which is as follows: [licitacion.abatimiento@austinpoder.com](mailto:licitacion.abatimiento@austinpoder.com)
- **Contractor:** The bidder who is awarded the contract and signs the agreement that is the subject of this procurement process. It will be the company selected through the tender process to supply the goods and services described in Annex 005 - Technical Specifications - Requirements for Goods and Services

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- **Schedule / Timeline:** A diagram in which APASA establishes the dates, times, and deadlines for the activities of the Procurement Process, and the location where these must be carried out by each of the participants in the selection and contracting process.
- **Most Advantageous Offer / Most Favorable Bid:** The most advantageous offer will be the one that, taking into account the technical and economic selection factors and their precise and detailed weighting as contained in the Bidding Terms and Conditions or their equivalents, proves to be the most advantageous for APASA.
- **Website:** The official APASA website, where this document and all information required by suppliers to participate in the tender will be published. The websites are: <https://austinpowder.com/argentina/home/> and <https://www.linkedin.com/company/austin-powder-argentina>.
- **Plant:** Nitric acid plant located at Planta El Juramento – Petrochemical Complex Austin Powder Argentina S.A. Ruta Nacional 16 km 653.5, EL Galpón, PC:4444, Salta. Argentina.
- **Bidding Terms and Conditions / Tender Specifications:** It is the set of rules and guidelines that govern this selection process and the conditions of the future Contract.
- **Proposal / Bid / Tender:** A formal submission by a person or entity providing details on the goods and services they are willing to supply, along with the terms and conditions of such supply. The bid also contains all relevant administrative, legal, technical, and economic information. The offer also contains all relevant administrative, legal, technical, and economic information.
- **CEMS (Continuous Emissions Monitoring System):** Continuous Emissions Monitoring System

### 1.3 ANTI-CORRUPTION UNDERTAKING


During the term of this tender, all bidders, and the successful bidder during the execution of the contract, must strictly comply with all applicable legal, ethical, and contractual obligations, including the internal rules of the Organizer and current legislation on corruption prevention, transparency, and business ethics.

In this regard, and as part of the administrative documentation that must accompany the proposal, each contestant shall submit the “Declaration of Integrity and Compliance,” in accordance with Form No. 3, in which they express their commitment to act with transparency, loyalty, and in strict adherence to the principles of integrity, legality, and good faith.

Any breach of the obligations set forth in this clause shall constitute grounds for rejection of the bid or, where appropriate, termination of the contract, without prejudice to any legal actions that may be taken.

### 1.4 COSTS INCURRED FROM PARTICIPATING IN THE CONTRACTING PROCESS

All costs and expenses incurred by interested bidders in connection with the analysis of the process documents, the submission of observations, on-site visits to the plant (accommodation, travel, meals, etc.), the preparation and submission of the proposal, and any other cost or expense related to their participation in this selection process, shall be borne

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solely by each interested party and bidder. APASA will under no circumstances reimburse said expenses. APASA will not recognize these expenses under any circumstances.

## 1.5 COMMUNICATIONS

All communications related to the Contracting Process must be made in writing to the email address mentioned in item 1.2.

It is clarified that communications and requests sent to APASA through channels other than the one mentioned in this document will not be considered. APASA will respond to observations and inquiries received from bidders through an official document published on the website set up for this purpose.

## 1.6 ELIGIBLE COUNTRIES

The bidders, as well as all materials, equipment, and services contained in the proposals and intended for use in the performance of the contract, must have a country of origin that is not on the current list of countries sanctioned and/or embargoed by the European Union and/or the United Nations.

To this end, bidders must sign **Form No. 2** entitled "Affidavit of No Impediments to Participation."

## 1.7 CONDITIONS FOR PARTICIPATION IN THE OPEN TENDER


APASA issues these bidding terms and conditions for the international open tender for the acquisition of the goods and services specified in Attachment 005 - Technical Specifications - Requirements of the Goods and Services.

Bidders wishing to participate in this selection process are advised to read these terms and conditions carefully and comply with the following requirements:

- Rigorously examine the content of these terms and conditions, the documents that form part thereof, its forms, and attachments; since they form an integral part of this process and it is the exclusive responsibility of interested parties to be aware of their content.
- Verify that you are not subject to any disqualifications, incompatibilities, or conflicts of interest for entering into contracts with APASA as stipulated in this document.
- Comply with the conditions, meet the requirements set forth herein, and supply all information required in this document within the timeframes defined in the Process Schedule.
- Review the annexes and fully complete the forms contained in this document.
- Consider any addenda that may modify this Bid Specifications.
- Note the date and time scheduled for the closing of this process; under no circumstances will proposals submitted after the time set for this purpose in the process schedule be accepted.

## 1.8 JOINT PROPOSALS



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Two or more individuals or legal entities may jointly submit a proposal without the need to form a partnership or a new legal entity. For such effect the proposal and the contract will precisely establish the obligations of each party, as well as the manner in which their fulfillment will be enforced.

The parties forming the grouping must execute a joint participation agreement, which shall precisely establish the following aspects:

1. Name, address, and tax identification number (or identification number/passport number/national identity document/tax registration number of the relevant country) of the constituent parties, specifying, where applicable, the details of the public instruments certifying the legal existence of the legal entities and, if any, their amendments and modifications, as well as the names of the partners listed therein.
2. Name and address of the representatives of each of the grouped persons, indicating, if applicable, by means of a power of attorney executed by public deed, with which they accredit the powers of representation.
3. Appointment of a common representative, granting said representative broad and sufficient power of attorney to handle all matters related to the proposal and the tender process.
4. Description of the part of the contract that each member will have to comply with, as well as the way in which compliance with the obligations will be enforced.
5. Express stipulation that each of the signatories will be jointly and severally liable along with the other members, as agreed, for the purposes of this Bid of Tender and the Contract, in the event that it is awarded to them.

In this case the proposal must be signed by the common representative designated for that act.


If the joint proposal is awarded the contract, said instrument must be signed by the legal representative of each participating legal entity or individual. For the purposes of the procedure and the contract, these parties shall be considered jointly and severally liable or jointly liable, as established in the Contract itself.

Notwithstanding the provisions above mentioned in the preceding paragraph, the legal representative of one of the juridical persons, or in case may be natural persons participating in the joint proposal must be designated as the common representative, who will be responsible for the proper execution of the proposal and will act as a point for communication with the convener during this tender process and where applicable in the execution of the contract.

Notwithstanding the foregoing, the persons forming the joint proposal may establish a new company to fulfill the obligations set forth in the joint proposal agreement, provided that the responsibilities of said agreement are maintained in the new company.

## 1.9 GROUNDS FOR DISQUALIFICATION, INCOMPATIBILITY, AND CONFLICT OF INTEREST

Prior to submitting their proposal, bidders must verify that they are not subject to any of the grounds for disqualification, incompatibility, or conflict of interest set forth in these Specifications, which are detailed below.

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Bidders who meet any of the following criteria may not participate in this procedure or be awarded the contract:

1. Are in arrears in the delivery of goods or the provision of services for reasons attributable to themselves, with respect to other contracts entered into with the Contracting Authority.
2. Are included in lists of sanctions or restrictions issued by the European Union or the United Nations, or by any other international body that is part of the cooperation system applicable to the project.
3. Are subject to commercial bankruptcy, insolvency proceedings, bankruptcy, or similar proceedings, whatever their name may be in the corresponding jurisdiction.
4. Have their commercial activities or legal status suspended or impeded by legal, judicial, or administrative determination.
5. Are not up to date with their tax, social security, labor, and social security obligations in the Argentine Republic or in their country of origin, as applicable.
6. Do not prove annual turnover at least three (3) times higher than the amount of their financial proposal, according to the latest officially presented balance sheet, which must be accompanied as indicated in Section 3 of these Specifications.
7. Do not comply with each and every one of the requirements established in this call for bids and its annexes.

In order to prove compliance with these conditions, each bidder must submit the "Affidavit of Disqualifications, Incompatibilities, and Conflicts of Interest," in accordance with **Form 2**, which is an integral part of these Specifications.

## 1.10 QUESTIONS, CLARIFICATIONS, AND/OR MODIFICATIONS TO THE PROCESS DOCUMENTS


Interested bidders with questions or requiring clarifications to resolve uncertainties must complete **Form 9**, which is a Request for Clarifications regarding the tender for the supply of continuous N2O gas monitoring technology for the APASA nitric acid production plant. This form is for requesting specifications or clarifications on administrative, technical, and legal aspects, detailing each question according to the corresponding clause. It must be sent to the designated official email address within the deadlines specified in Item 3.18 TENDER PROCESS SCHEDULE

## 1.11 PROPOSAL LANGUAGE

Proposals may be submitted in either the Spanish or English language. In the event that the same proposal is received both in English and Spanish, the Spanish version of that proposal will prevail and will be subject for evaluation and analysis by the convener.

## 1.12 RULES FOR CURE OF PROPOSAL DEFICIENCIES

The Convener will conduct a review of the documentation for the evaluation of received proposals; should any doubt arise during such review and evaluation, the Contracting Party

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may request (in writing, via the official email) clarification or correction of those documents that form an integral part of the Proposal and which, due to the manner of their presentation, require additional information for their proper understanding and evaluation. This may include curing the omission of required documentation, provided that the essential terms and conditions of the proposal, such as price, term, specifications, and scope, are not modified, in accordance with the following mechanism:

1. The Convener shall be the sole channel for requesting clarification or correction from Bidders
2. The request shall be made through a written notice issued by the Convener and sent to the Bidder's email address, which shall indicate the period the Bidder will have to respond. Once this period has elapsed, the Bidder shall forfeit its right to make such clarifications/corrections.
3. The Bidders' response must exclusively address the requested clarification or correction.
4. The sending of the clarification or correction request to the Bidder and the delivery of clarifications or corrections by the latter shall be done via email.

Any documentation required by APASA from bidders may be submitted **remedially** if it was not included in the initial proposal submission, pursuant to the provisions of Item 3.18 TENDER PROCESS SCHEDULE.

### 1.13 GROUNDS FOR REJECTION OF PROPOSAL

The Contracting Party's determination of a proposal as compliant shall be based on the content of the proposal itself.

A Proposal shall be compliant when it meets the administrative, legal, technical, and economic requirements established in the Tender Documents.

Non-compliance with requirements that affect the compliance of the Proposal shall not be cured by the convener. Proposals that fail to meet any of these requirements shall be rejected.


The Proposals of Bidders that fail to comply with one or more of the following requirements, which affect the solvency of the Proposals, shall be rejected:

1. Lack of signature by the Bidder on its Proposal.
2. Non-compliance with any of the requirements established in the Tender Documents (except for those expressly deemed not to affect the Proposal's compliance).
3. Omission of requested characteristics, specifications, and/or technical requirements.
4. Failure to submit a Technical Proposal and/or Economic Proposal (Form 7).

In addition to the foregoing, the following shall be grounds for rejection of Proposals:

1. If it is proven that any Bidder has agreed with another to raise prices or any other agreement aimed at gaining an advantage over the other Bidders.
2. If it is identified that the information or documentation submitted by the Bidder is false or counterfeit.

Regardless of what has been expressly considered in this Call for Tender, the following will be considered as requirements whose non-compliance does not affect the solvency of the Proposal: proposing a delivery time shorter than requested, in which case, if awarded and if it suits the Convener, it may be accepted; omitting aspects that can be covered with information contained in the Technical or Economic Proposal itself; not observing the established formats,

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if the required information is provided clearly; and not observing requirements that are not intended to objectively determine the solvency of the submitted proposal.

Under no circumstances may the Contracting Party supplement or correct deficiencies in the submitted Proposals.

#### **1.14 GROUNDS FOR DECLARING THE SELECTION PROCESS NULL AND VOID**

The Convener may declare the Tender void in the following cases:

1. When no Proposals are submitted at the Proposal Submission and Tender Opening.
2. When all the submitted Proposals do not meet the requirements of this Call and its Annexes.
3. If the Convener has evidence of an agreement between the Bidders to raise prices.

In the event the Tender is declared null and void, the Convener may proceed with a direct award or an invitation to at least three parties to determine the Contractor that will perform the Services.

The Convener may cancel the Tender when:

1. A fortuitous event or force majeure occurs.
2. There are justified circumstances that extinguish the need to contract the Services.
3. Continuing with the Tender could cause damage or harm to the Convener.

#### **1.15 PUBLICATION OF THE TERMS AND CONDITIONS**

APASA publishes these Terms and Conditions, with the objective that parties interested in the contracting process may submit observations or request clarifications on the published documents within the period provided for in Item 3.18 - TENDER PROCESS SCHEDULE.

#### **1.16 RULES FOR INTERPRETATION OF THE TERMS AND CONDITIONS**

These Terms and Conditions must be interpreted as a whole, and their provisions shall not be understood separately from their general context. Therefore, the information included in the accompanying Process Documents, attachments, forms, and any Addenda subsequently issued is understood to be integrated into this document.


#### **1.17 SINGLE PROPOSAL**

The bidders, even the ones participating jointly may submit only one proposal in this tender.


#### **1.18 DOCUMENTS FORMING PART OF THE TENDER**

The following documents form part of this Tender proceeding and of any future contract:

1. The Terms and Conditions, including the attachments and forms mentioned herein.
2. Observations submitted regarding the Bid Specifications.
3. Responses to observations regarding the Terms and Conditions.
4. Addenda to the Terms and Conditions (if any).
5. Minutes published on the APASA website related to the tender process.

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6. Evaluation reports.
7. The award notice or contract award document.
8. The declaration of the tender process as null and void, if applicable.
9. Any other relevant documentation pertaining to the tender process published on the APASA website and communicated via official email to bidders who have expressed interest.

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## SECTION 2: GENERAL ASPECTS OF THE TENDER PROCESS

### 2.1 INTRODUCTION

In the context of the Nitric Acid Climate Action Group ("NACAG") initiative, Austin Powder Argentina S.A. – Petrochemical Division ("APASA") is issuing this international open tender. The objective is to contract the supply of a continuous Nitrous Oxide (N<sub>2</sub>O) emission monitoring system technology for its nitric acid production plant located at the APASA. Petrochemical Complex, National Route 16 km 653.5, El Galpón, Postal Code: 4444, Salta. Argentina.

This document and its accompanying annexes contain the relevant information for interested suppliers of continuous Nitrous Oxide (N<sub>2</sub>O) emission monitoring system technology to participate in this tender, which aims to contract the entirety of the goods and services required by APASA.

In this sense, the purpose of this tender is to contract the supply of the goods and services related in Annex 005 - Technical Specifications - Requirements for Goods and Services

This document and its accompanying annexes constitute the conditions that bidders must follow in the preparation of their offers. They will be used by the Convener for the comparison of offers, evaluation, and subsequent award or declaration of the tender as null and void. They also define the parameters, guidelines, and information that are mandatory for bidders participating in this contracting process.

The bidder must familiarize itself with the documents that make up these Bid Specifications and must strictly comply with the requirements and terms set forth therein. For the reasons stated above, prospective participants in this International Open Tender are advised to read this Bid Specifications carefully and follow the instructions described herein.

The interested party must thoroughly read this Bid Specifications and their annexes, as full knowledge of their content is required to participate in the process.


### 2.2 OBJECT OF THE CONTRACT

This procurement document will be of the type "International Open Tender/Bidding" and its object is the contracting of a continuous Nitrous Oxide (N<sub>2</sub>O) emission monitoring system.

The awarded bidder must deliver and provide the goods and services to the complete satisfaction of the contracting party, on the date established in the contract.

### 2.3 CONTRACTOR SELECTION MODALITY

The tender will be conducted on a "turnkey" basis. Consequently, bidders must submit their proposals considering all necessary activities—including construction works, engineering, transportation, and any other required tasks at the plant—to commission the equipment and/or technologies for the goods and services.

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In this regard, the contractor must deliver the goods and services ready and to the complete satisfaction of the convener for their optimal and complete operation.

## 2.4 CONTRACT TERM - ESTIMATED DURATION OF THE CONTRACT

The contract will have an estimated duration of 10 months from the date of signature, with the possibility of extension by mutual agreement of the parties, in accordance with current regulations.

## 2.5 CONTRACT VALUE

The contract value will be the result of the tender process, taking into account the value of the winning offer. APASA has a maximum budget allocated to this tender process, which, if exceeded, may result in the tender being declared null and void.

## 2.6 PAYMENT METHOD AND SOURCE OF FUNDS

The Contracting Authority has a budget authorized by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ). The Convener will use these funds to finance the Contract for which this Call of tender is issued.

This falls within the initiative of the Nitric Acid Climate Action Group ("NACAG"), implemented by GIZ, which offers non-repayable grants for the installation of N<sub>2</sub>O abatement and monitoring technology in nitric acid plants that meet certain eligibility criteria. The German Federal Ministry for the Environment, Nature Conservation, Nuclear Safety and Consumer Protection (BMUKN) funds this initiative as part of its international cooperation activities for climate finance.

Invoices for goods and services must be addressed to the contracting authority; however, payments specified therein will be made directly to the contractor by GIZ and will be subject to the terms and conditions of the contract resulting from this tender.


In the hypothetical case that the resources provided by GIZ are canceled in such a way that they are not delivered to the Organizer so that it can comply with these Terms and Conditions, then the contract (see Annex 006-Model Contract) and the reciprocal obligations shall be null and void, without claim between the parties.

Payment will be made once the contractor has obtained approval from the personnel and/or area designated by the Organizer with regard to the delivery/provision of goods and services.

The payment term shall be established in the contract and, in general, the payment milestones that said contract must contain are described below:

- Milestone 1: A first payment of 15% (fifteen percent) of the Contract Value ("Advance Payment") after (i) the signing of the Contract by both Parties and (ii) the delivery by the Successful Bidder of an advance payment guarantee in favor of the Organizer ("Advance Payment Guarantee") and (ii) delivery of the acknowledgment of receipt by the Organizer.
- Bank guarantee.**



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- Milestone 2: Payment of 65% (seventy percent) of the Contract Value, after verification of compliance with factory acceptance tests (FAT) and receipt of the equipment at APASA's facilities. Surety bond.

- Milestone 3: Final payment of 20% (fifteen percent) of the Contract Value, subject to verification and compliance with the monitoring system's operation. **Bank guarantee.**

It is an essential requirement for making payments to the Contractor that the latter has provided the Contracting Authority with: i) a bank guarantee for the Advance Payment and ii) a bank guarantee for liability for defects and hidden faults in favor of the Contracting Authority.

GIZ will make the corresponding payments to the successful bidder in accordance with the provisions of this contract. At the option of the successful bidder, such payments may be made to a bank account held by the successful bidder in the Argentine Republic or in another country, as indicated in due course.

The successful bidder shall provide GIZ with complete and accurate information on the selected bank account, It is important to note that this bank account must be able to receive EUROS, including the name of the account holder, the bank, the account number, and any other information necessary for the correct execution of the payment.

## 2.7 GUARANTEES REQUIRED FOR CONTRACT EXECUTION

The bidder awarded the Contracting Process must provide a guarantee for the fulfillment of the obligations derived from the contract to be signed, which must cover the following protections:

The Bidder awarded the contract must guarantee the correct application of 100% of the advance payment amount granted, including the corresponding percentage for Value Added Tax (VAT), by submitting guarantees issued by a first-tier financial institution. These guarantees must ensure the seriousness of the offer and the fulfillment of all obligations arising from this contract, naming APASA as the beneficiary. The delivery of these guarantees must be made prior to the receipt of the advance payment.


In the event that the awarded Contractor does not deliver the bank guarantee within the period established in this call, the deadline will not be extended, and the Contractor will be obliged to start the work on the originally established date.

The authenticity of the submitted guarantees will be verified through consultations on the official websites of the issuing banks. If, as a result of said verification, the bank guarantee is suspected to be forged, a formal response will be requested from the corresponding banking entity for the relevant legal purposes. In such a case, the awarded Bidder will be responsible for any delay in the advance payment, waiving any rights they may have against APASA.

### The guarantees that the Bidder must provide are as follows:

**a) Advance Payment Guarantee:** The bank guarantee must be for 100% (one hundred percent) of the value of the advance payment to be delivered, including Value Added Tax, and shall be intended to guarantee the proper investment of the amount delivered as an advance payment to the Successful Bidder after the signing of the Contract. This guarantee shall remain in force until the advance payment has been fully repaid and may not be canceled without the



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express written consent of the Organizer. This guarantee must be delivered to the Organizer no later than 10 (ten) business days after the signing of the Contract.

**b) Performance Guarantee:** The guarantee shall be for 30% (thirty percent) of the total value of the Contract and its annexes, intended to ensure strict and faithful compliance with all the obligations of the Successful Bidder. APASA may consider approving non-bank guarantees for this item, provided that they meet the necessary requirements for faithful compliance. The validity of this guarantee shall extend throughout the entire period of supply of the goods and services and shall be replaced upon delivery-receipt of the goods and services by the bank guarantee for defects and hidden defects mentioned in subsection c) of this clause. This guarantee must be delivered to the Organizer no later than 10 (ten) business days after the cancellation of the Bank Guarantee for Advance Payment.


**c) Guarantee for Defects and Hidden Faults:** The bank guarantee must be equivalent to 100% (one hundred percent) of the payment for the last milestone of the Contract, intended to cover any defects that may arise in the goods, hidden defects, and any other liability incurred by the Successful Bidder. This guarantee shall be valid for one (1) year from the date of final acceptance to the full satisfaction of the Organizer, which shall be formalized by means of the delivery-acceptance certificate for the goods and services by the Parties. This guarantee must be delivered to the Organizer no later than 10 (ten) business days after the signing of the delivery-receipt certificate for the goods and services and shall constitute an essential requirement for receiving the final payment (milestone 3) mentioned in item 2.7 of these terms and conditions.

Defects resulting from the work, hidden defects, and any other liability incurred

Upon completion of the work, the Contractor shall be liable for any defects resulting from the work, hidden defects, and any other liability incurred, under the terms set forth in the respective contract and applicable law.

The work shall be guaranteed for a period of twelve months for the fulfillment of the obligations referred to in the previous paragraph. Therefore, prior to acceptance of the work, the Contractor shall, at its discretion, provide a guarantee for the equivalent of 30% (thirty percent) of the total amount of the work performed.

**d) Guarantees for the Execution of Contractual Milestones:** In cases where it is necessary to guarantee payments for milestones other than Milestones No. 1 and 3 (for advance payment and final payment), or the item mentioned "Hidden Defects and Faults," and APASA accepts the provision of non-bank guarantees, the CONTRACTOR shall deliver to APASA, prior to payment, surety insurance policies issued by leading insurers recognized in the Argentine Republic, guaranteeing the fulfillment of the specific obligations assumed by the CONTRACTOR in each of said contractual milestones. These guarantees must: i) cover 100% (one hundred percent) of the amount to be delivered as provided for in each milestone for the fulfillment of obligations associated with the execution of the corresponding milestone; ii) be valid for no less than the estimated term for the execution of the guaranteed milestone, automatically extendable until APASA has effectively verified compliance; iii) be immediately enforceable upon first request by APASA; and iv) remain in force as an essential condition for the release of the payments provided for in the corresponding Milestones.

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**e) Guarantee for the performance of subcontractors:** If the Successful Bidder subcontracts part or all of the work, it must ensure that each subcontractor issues a sufficient guarantee in favor of APASA. Failure to provide these guarantees will constitute a material breach of contract.

## 2.8 FORCE MAJEURE

For the purposes of this contract (Annex 006 - Contract Template), "Force Majeure" shall be understood as any extraordinary, unforeseeable, and unavoidable event or circumstance that is beyond the reasonable control of the Parties and that prevents, totally or partially, the fulfillment of contractual obligations. Force Majeure events include, but are not limited to, natural disasters (earthquakes, floods, hurricanes), acts of war, terrorist acts, civil disturbances, general strikes, epidemics, pandemics, governmental actions, or other similar situations that make the execution of the contract impossible.

The Party affected by a Force Majeure event must notify the other Party in writing within the days established in the contract (Annex 006 - Contract Template), counting from the business days following awareness of the event, providing a detailed description of the nature of the event, the estimated duration, and the potential consequences on the fulfillment of its contractual obligations. Failure to notify within the indicated period may be considered a waiver of the right to invoke Force Majeure.

During the duration of the Force Majeure event, the obligations of the affected Party that cannot be fulfilled due to the event shall be considered suspended, without liability for that Party, provided that it has complied with the duty of notification. Other contractual obligations not affected by the Force Majeure event must continue to be fulfilled under the terms established in the contract.

The Part affected by a Force Majeure event must take all reasonable measures to mitigate the effects of the event and resume the fulfillment of its obligations as soon as possible. Likewise, it must also keep the other Party informed about the evolution of the event and the actions taken to mitigate its effects.


If the Force Majeure event extends for a period longer than the days/months established in the contract (Attachment 006 - Contract Model) consecutively, either Party may choose to terminate the contract, upon prior written notification to the other Party with the days established in the contract (Annex 006 - Contract Template) in advance. In case of termination, the Parties must agree in good faith on the settlement of pending obligations and the refund or compensation of any amount that has been paid or received in excess.

Events that can be controlled or overcome through the exercise of due diligence, or those resulting from the lack of foresight, care, or adequate preparation of the affected Party, shall not be considered Force Majeure events.

## 2.9 GOVERNING LAW AND JURISDICTION

This Applicable legislation: This call for bids, as well as all acts, contracts, and agreements entered into pursuant thereto, shall be governed by and construed in accordance with the laws of the Argentine Republic.

As this is a private tender, the rules contained in the Civil and Commercial Code of the Nation, the internal rules of APASA and, additionally, the general principles governing private

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contracts and procurement procedures financed within the framework of international cooperation shall apply, in particular those relating to:

- Transparency and publicity,
- Equal treatment and free competition among bidders,
- Objectivity and proportionality in evaluation,
- Efficiency, economy, and reasonableness in resource management, and
- Integrity, ethics, and accountability.


**Jurisdiction and competence:** Any dispute arising in connection with this call for bids or the contract derived therefrom, such as its existence, validity, qualification, interpretation, scope, performance, or termination, or any other type of dispute, shall be resolved definitively and without appeal by the General Arbitration Tribunal of the Buenos Aires Stock Exchange in accordance with the regulations in force for arbitration, through arbitration in law, which the parties acknowledge and accept, expressly waiving any other jurisdiction that may correspond to them.

## 2.10 FINES AND FINAL PAYMENT

Delay or partial non-compliance by the awarded bidder in fulfilling any of the contract obligations shall give rise to the application of the fines described in Attachment 6 - Contract Model of this Tender.

The amount of the final payment, referenced in the price contained in the proposal for this Tender, may be withheld and/or discounted by the Convener as Liquidated Damages (according to the percentages established in the Contract) for penalties due to delays in the delivery and/or provision of the Goods and Services.

**Penalties:** The initial date shall be considered the date of the contract signing. Once the committed delivery period has elapsed, a penalty of 1% per week of delay shall be applied, with a maximum cap of 10 % of the total value of the Purchase Order for delays in deliveries, whether of the required documentation or the materials.

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## SECTION 3: PROCEDURE FOR THE INTERNATIONAL OPEN TENDER

### 3.1 SUBMISSION OF PROPOSALS

1. Proposals must be sent in PDF format to the email address of the convener. The file must contain digitally recognizable text (not scanned as an image) to allow for efficient search and analysis of the information contained therein.
2. The email through which the bidders submit their proposals must contain the following information:
  - a. Name and address of the Bidder.
  - b. Be addressed to the Convener.
  - c. Refer to the name of the current Tender.
3. Once the proposals have been received by the convener, they cannot be withdrawn or render void, and will therefore be considered valid and binding for the respective bidders throughout the entire tender process until its conclusion with the issuance of the Award decision.

### 3.2 SITE VISIT

The bidder, at its sole responsibility and risk, is invited to visit and examine the plant and the surrounding area and obtain the necessary information to prepare the proposal. Costs and expenses of the site visit shall be bear by the bidder.

To attend the site visit, and with 3 (three) business days' notice prior to the date indicated for said visit, bidders must send a letter of interest in participating to the Contracting Party's email address, stating in all cases the general data of the bidder and, if applicable, its legal representative, for which they must complete Form 8.


This visit is optional for the bidders who may submit the proposals and make questions to the convener in the clarification meeting even without visiting the plant.

The visit to the site will take place on the date defined in the schedule and at a time to be agreed upon with APASA.

Individuals attending the site visit on behalf of the bidders must send an email in advance to the convener's email address with the information/documents required by the HR department, **Annex 003 - Entry Control for Contractor Personnel**.

Besides, in the event the SHES team determines that the bidder must complete induction training, the training will be considered as mandatory. **Annex 002- Bid Specifications SHES**.

It is recommended that bidders visiting the location where the works will be performed be accompanied by a specialist or technical personnel, in order to comply with the statements in **Form 10**, which is included in SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS of this Tender; this is so that bidders understand the environmental and climatic conditions, as well as the characteristics regarding the degree of difficulty of the works to be developed and their technical implications or any other that could affect the execution of the works, all of which must be considered in the preparation of **Form 10** included in SECTION 4:

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DOCUMENTS TO BE SUBMITTED BY BIDDERS, corresponding to the description of the comprehensive work planning. Therefore, bidders cannot plead ignorance or request contract modifications for this reason.

The convener will record the visit. In the record it will be included the date and time of the visit, the places and/or facilities of the plant visited, the attendance list of the bidders, the name and position of the person, as well as the name and position of the convener's collaborators who attended the visit. This minute will be published on the web page.

### **3.3 DEADLINE FOR SUBMITTING OBSERVATIONS OR CLARIFICATIONS TO THE FINAL TENDER DOCUMENTS AND MODIFICATION OF THE TERMS**

After the date of the site visit, bidders may raise doubts or questions regarding this Tender or regarding the site visit, by sending their questions to the Contracting Party according to the procedure specified in the tender schedule, during the clarification period defined in 3.18 TENDER PROCESS SCHEDULE of this Tender.


The convener, with the designated personnel, will respond to the questions, regarding this tender, previously submitted by the bidders, and will answer to new questions arising only from the responses issued by the convener.

The convener will prepare minutes with all the questions received and the answers/clarifications provided for each of them ("Minutes of Clarifications"). The content of these minutes of clarifications will form an integral part of the call for tender and must be considered by the contestants in the preparation of their proposals.

Persons wishing to ask questions in their capacity as bidders must submit the information and their questions considering the following:

1. Submit, within the established deadline for sending questions by bidders, a letter of interest in participating in the tender, stating in all cases the general data of the bidder and, if applicable, its legal representative, for which they must complete Form 8.
2. Along with the letter referred to in the previous item, the contestant must submit the clarification requests, which must be concise and directly related to the points contained in the bidding process, indicating the specific number or point to which it relates. It is suggested to use the document contemplated in Form 9.
3. Requests that do not meet the indicated requirements will be dismissed by the Convener.
4. Both the letter of interest and the clarification requests for the bidding process must be duly signed and sent in PDF format to the email address.
5. The time of receipt will be considered the sending time of said emails, converted to Argentina time.
6. If the letter of interest is submitted after the deadline defined in the previous point c, the Bidder will only have the right to ask questions about the responses provided by the Contracting Party to the requests for clarification.
7. Clarification requests received after the established deadline will not be answered by the convener as they will be considered untimely.

The period that bidders will have to ask questions they consider necessary regarding the responses recorded in the Clarification Minutes is found in item 3.18 TENDER PROCESS SCHEDULE. If the convener receives questions at this stage about the Tender itself and not

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regarding the responses recorded in the Clarification Minutes, such questions will not be answered by the convener and this will be noted in the corresponding minutes.

The person designated by the convener will publish the minutes with the responses on the website within the established time frame or sooner if possible.

Regarding the Contracting Party's clarifications in response to the bidders' follow-up questions (see item 3.18 TENDER PROCESS SCHEDULE) the convener will have a new deadline to respond to these clarifications. The minutes of the response will be published in the website by the convener according with the dates established in the schedule of these terms.

Modifications to the tender may be carried out based on the results of the clarification stage. They must be made effective according to the schedule before the last day for bidders to submit their Proposals. These modifications will be made known to all interested parties through publication on the website, which will be done no later than the next business day following this deadline.

### **3.4 RULES FOR PROPOSAL SUBMISSION**

The Proposal, including all documents that form part of it, must be in digital format and must be signed by a person with the authority and duly authorized to act on behalf of the bidder.

The proposals must not contain erasures or corrections.

Proposals must be sent to the Convener's email address in PDF format, meaning with text properties (this is to allow searching for information within the proposal, as it becomes too complicated if it is only scanned).

The email through which the bidders submit their proposals must contain the following information:

1. Name and address of the Bidder.
2. Be addressed to the Convener.
  - a. Refer to the name of the current Tender.

Once the proposals have been received by the convener, they cannot be withdrawn or render void, and will therefore be considered valid and binding for the respective bidders throughout the entire tender process until its conclusion with the issuance of the Award decision.


The interested party must analyze all the documentation that is part of the description accompanying the bidding process. In case of discrepancies, inconsistencies, or lack of definition, the interested party may inform APASA according to the item 3.18 TENDER PROCESS SCHEDULE.

Proposals will be considered by the Contracting Party if received by the latest date and time established for this purpose in the schedule, Item 3.18 TENDER PROCESS SCHEDULE.

### **3.5 PARTIAL PROPOSALS**

The submission of partial proposals will not be accepted. The interested bidder must submit its offer, including the entirety of the goods and services subject to contracting, which are listed in Attachment 005 "Technical Specifications - Requirements of the Goods and Services".



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### 3.6 PROPOSAL VALIDITY PERIOD

The proposal/bid must remain valid for a period of 150 calendar days from the closing date of the process. In any case, bidders undertake to keep it valid until the date of the Award Hearing; and whoever is awarded the contract must keep it valid until the date of constitution of the guarantees required in the contract.

### 3.7 CONFIDENTIAL INFORMATION

APASA commits to handling the information of the interested parties with absolute confidentiality. In this regard, the offers and information obtained as a result of this tender will be known exclusively by the APASA team and its strategic partners. There will be no use of the information other than that described in this tender, prohibiting its commercial, financial, and any other use different from the purposes described herein. APASA guarantees that it will not make any publication that includes sensitive and proprietary business information with technical, operational, and/or financial impacts from each of the offers received in this tender. The processing of personal data will be subject to the provisions of Argentinian legislation. Act 11723.

### 3.8 PROPOSAL CURRENCY

Payments under the contract that may eventually be executed will be made by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) to directly awarded supplier (without intermediaries) via bank transfer in EUROS.

### 3.9 PROPOSAL CONTENT

Proposals must be prepared according to the documents requested in SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS, in free form or using the formats indicated in said section, and will consist of the following documentation:


- 1.a Administrative Documentation
- 1.b Legal Documentation
- 2 Technical Proposal
- 3 Economic Proposal

Additionally, bidders must consider submitting the necessary documentation to comply with the requirements, as applicable, in SECTION 3.12 EVALUATION METHODOLOGY AND WEIGHTING FACTORS, according to which the proposals will be evaluated using the points and percentages method.

Each page that makes up the proposals must be identified with the following information: name of the tender call and page number.

The proposals must be addressed to the convener.

The bidders must include the **Form 12** in the economic offer. Proposal Letter, signed by the legal representative, stating that they have observed the data and requirements governing the contracting procedure and according to which the execution of the works will be carried out, the validity period of the offer, as well as their full acceptance of the requirements

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contained in the tender. Likewise, they must indicate the total amount of the proposal, including the amount of the value-added tax (VAT), in accordance with what is established in the call for tenders, the project, the general and specific specifications of the works being tendered, and other relevant documents.

The proposal must include the total cost of goods and services described in the tender. The rates and prices in the proposal must cover all costs of labor, materials, equipment, including transportation and insurance to the plant, overhead, benefits, and all costs associated with the execution of the work and services, and should not include country tariffs.

The bidder must indicate the rates and prices of all elements of the goods and services included in their economic proposal, itemizing the cost of each category. The items for which the bidder has not specified any rate or price will not be paid by the convener when executed and will be considered covered by the other rates and prices indicated in the bidder's economic proposal.

The economic proposal must state that the prices are fixed and unconditional during the validity of the contract, in EUROS, according to **Form 7** included in SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS of this tender. Note that the proposal validity period is after the opening of the bid; this date must be until the date of the award decision. If not, clearly specify the validity of the offer. Please note that the contract cannot be signed until the external audit has been completed.

The prices reflected in the economic proposal must include all costs related to the goods and services. The convener will only evaluate and recognize as part of the economic proposal the costs reflected in that document.

It must also consider all costs related to signing the contract, taking into account all associated costs, such as those related to establishing bank guarantees and surety bond insurance policies provided for in these specifications.

When calculation errors are found in the submitted proposals, the convener will apply the necessary corrections. In the event of a discrepancy between the amounts written in words and numbers, the amount in words will prevail. Therefore, if there are errors in the quantities or volumes requested, they may be corrected.

In the cases provided for in the preceding paragraph, the convener should not reject the economic proposal and will record the correction made in the tender decision.

If the economic proposal of the awarded bidder was subject to corrections and they do not accept them, the contract will be awarded to the second-place bidder, and so on, provided that its proposal has been found compliant in the administrative and technical evaluations.


### 3.10 LOSING OF THE PROCESS AND OPENING OF PROPOSALS

On the date indicated in Item 3.18 TENDER PROCESS SCHEDULE, the closing of the process and opening of proposals will be conducted as an internal act. Following this, a memorandum or minutes of the proposal opening will be prepared.

At the beginning of the proposal opening ceremony, the convener will register the bidders who have already submitted their proposals.

The convener will prepare minutes corresponding to the proposal opening session. These minutes shall contain the date and time of the session, the attendance list of persons present,



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the name and position of the attendee, as well as the name and position of the Convener's staff who attended the session. These minutes will be published on the website. This minute will be published on the web page.

During this event, the Convener will record (in the same minutes identified in the immediately preceding paragraph) the register of bidders who have submitted their proposals (in accordance with Item 3.1 of these Terms and Conditions) as well as the documentation presented by the bidders that was required in the tender. No proposal may be disqualified or discarded at this time.

The minutes prepared by the Convener for the proposal submission and opening event will serve each bidder as proof of receipt for the documentation submitted during this act. This receipt shall be recorded in the respective minute.

Likewise, the convener, in that same minute, will inform when the award decision will be issued. This minute will be published on the website for the bidders' consultation.

### **3.11 MINIMUM QUALIFYING REQUIREMENTS**

The bidder must meet the following requirements. All elements listed here must be validated through documents that form part of SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS to be eligible to participate in this tender:

#### **3.11.1 LEGAL CAPACITY**

Not be a supplier that is in delay of delivering goods or providing services due to causes attributable to itself, regarding other contract(s) executed with the Convener.

Not to be disqualified from contracting under the terms of Title I of the Procurement Regime of the National Administration of the Argentine Republic. Furthermore, it must NOT be listed on EU and United Nations sanctions lists.

Not be subject to bankruptcy proceedings or any analogous figure.

That their business or commercial activities are not suspended or impeded, including by legal determination.


To be up to date with the fulfillment of their tax, social security, labor, and any other similar obligations in Argentina or in their country of origin.

Comply with all and each one of the established requirements in this Call for tender. In the event that a proposal fails to meet any of the requirements specified in this section, it will be rejected.

The bidder may be a natural person or a legal entity constituted in accordance with the laws of their country of origin.

The bidder and all the parties comprising it including the subcontractor must have the nationality of an eligible country according to Section 1.6 ELIGIBLE COUNTRIES. A bidder will be considered to have the nationality of a country if it is a citizen, has permanent residency, or is incorporated and operates under the laws of that country. This criterion shall also apply to determining the nationality of proposed subcontractors for any part of the contract.

The bidder, all the parties and members comprising them, including the subcontractors must not have any conflict of interest with the convener. All the bidders found to have conflict of interest will be disqualified.

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Any bidder that is disqualified pursuant to public procurement regulations in its country of origin, on the proposal submission deadline date or at any time prior to the signing of the Contract, shall be disqualified from this Tender.

State-owned, governmental companies, and/or companies receiving public funds will be eligible only if they can certify that they are legally and financially autonomous and operate under commercial law.

Bidders must provide the Contracting Party with evidence certifying their eligibility for the tender, upon request by the Convener.

A bidder whose circumstances regarding its eligibility for the tender change during the tender procedure or during the execution of the Contract must immediately inform the Convener.

All materials, equipment and services that are intended to be used in the execution of the Contract must have a country of origin in accordance with Section 1.6 ELIGIBLE COUNTRIES

### **3.11.2 BIDDER'S FINANCIAL CAPACITY**

To have a turnover at least 3 times higher than the amount of their economic proposal. This must be validated with the latest officially submitted balance sheet, listed in SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS as additional documentation.

## **3.12 EVALUATION METHODOLOGY AND WEIGHTING FACTORS**

The Points and Percentages Mechanism is established as the method for evaluating Proposals, with the scoring and formulas described in this section.

The evaluation will be carried out sequentially, beginning with verification of compliance with administrative and then legal requirements, followed by a review of the information submitted, including the possibility of requesting clarifications and/or missing information from bidders.


Subsequently, the required technical documentation will be verified for completeness, and finally, the financial proposal will be evaluated.

In accordance with this method, the Organizer will first carry out the Legal-Administrative Evaluation of the Proposals. If there is no reason for rejection, it will continue with the evaluation of the Technical Proposals and then the evaluation of the Financial Proposals.

The Organizer will only proceed to evaluate the Financial Proposals of those Bids whose Technical Proposal is deemed valid because it complies with all the required technical specifications.

For the technical and economic evaluation, the criteria established in this Section will be applied, assigning a weight of 70% to the technical proposal and 30% to the economic proposal, resulting in a total of 100% for both types of proposals.

The requirements that will be evaluated for Proposals to be deemed sound are set out in detail in Section 3.12.1 EVALUATION OF THE TECHNICAL PROPOSAL and 3.12.2 EVALUATION OF THE ECONOMIC PROPOSAL

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### 3.12. 1 EVALUATION COMMITTEE

The Evaluation Committee shall be the body responsible for analyzing, verifying, and evaluating the proposals received within the framework of this bidding process, in accordance with the criteria and weightings established in these Terms and Conditions and their annexes.

The Committee shall be composed of an odd number of members, not less than three (3), appointed by the Convener, and shall have inter-area representation. The main functions of the Evaluation Committee shall be:

- To analyze the administrative, technical, and financial documentation submitted by the bidders.
- Verify compliance with the eligibility requirements and established evaluation criteria.
- Request clarifications or corrections in accordance with the terms set forth in these Specifications.
- Prepare the Evaluation Report with the award recommendation.
- Issue the Award Decision, after validating the results in accordance with the principles of transparency, objectivity, and traceability.

Prior to taking up their duties, the members of the Committee must sign sworn statements declaring that there are no incompatibilities, conflicts of interest, or contrary interests, as well as a confidentiality agreement regarding all information handled in the course of the process.

The Evaluation Committee shall act in accordance with the principles of transparency, equal treatment, impartiality, objectivity, and accountability, ensuring that all stages of analysis and decision-making are fully documented and traceable.

### 3.12.2 EVALUATION OF THE TECHNICAL PROPOSAL

Maximum possible score: 100 points

In order to be considered valid, the technical proposal must include at least the minimum requirements specified in this section. The technical evaluation criteria that will be used to assess the technical proposals of the bidders are presented below.


All proposals that are considered valid will be evaluated equally.

The Technical Proposal accounts for 70% of the total evaluation.


The score is calculated by comparing each bid with the highest technical rating:

- The bid with the best technical evaluation of ALL proposals receives the maximum score (70 points).
- The rest of the bids receive a proportional score, calculated based on the relationship between the technical evaluation of each bid and the technical evaluation of the best bid of ALL proposals.

Number	Evaluation Criteria	Maximum score
1	Background on gas measurements	30

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	<p>The bidder must submit at least one (1) contract or document or resume, or equivalent, in which, within its purpose, scope, and/or list of activities, experience in the supply and technical assistance for the implementation of continuous emissions monitoring systems (CEMS) for gases.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"><li>• 0 (zero) references: 0 points</li><li>• From 1 (one) to 2 (two) references: 10 points</li><li>• From 3 (three) to 4 (four) references: 15 points</li><li>• From 5 (five) to 6 (six) references: 20 points</li><li>• From 7 (seven) or more references: 30 points</li></ul>									
2	<p><b>Accuracy and Precision in Sample Measurement</b></p> <p>The quality of measurement is a key aspect in ensuring the reliability of results and, consequently, correct operational decision-making. Therefore, accuracy and precision (repeatability) in the measurement of the sample by the proposed equipment at the outlet of the abator (in the stack) are established as evaluation criteria.</p> <p>The score will be assigned linearly, based on the tolerance value declared by the bidder and duly supported by technical documentation and corresponding calibration certificates.</p> <p>The scoring scale will be proportional, favoring equipment that offers greater accuracy and repeatability compared to its competitors.</p> <table><tr><td>± 0.10% of the measured value</td><td>35 points</td></tr><tr><td>± 0.11% to ± 0.50% of the measured value</td><td>20 points</td></tr><tr><td>± 0.51 to ± 1.00% of the measured value</td><td>10 points</td></tr><tr><td>Greater than ± 1.00% of the measured value</td><td>0 points</td></tr></table>	± 0.10% of the measured value	35 points	± 0.11% to ± 0.50% of the measured value	20 points	± 0.51 to ± 1.00% of the measured value	10 points	Greater than ± 1.00% of the measured value	0 points	35
± 0.10% of the measured value	35 points									
± 0.11% to ± 0.50% of the measured value	20 points									
± 0.51 to ± 1.00% of the measured value	10 points									
Greater than ± 1.00% of the measured value	0 points									
3	<p><b>Accuracy (repeatability) in Sample Measurement</b></p> <p>Accuracy or repeatability represents the ability of the equipment to obtain consistent results under the same measurement conditions. This parameter ensures the stability and reliability of continuous N<sub>2</sub>O monitoring. Therefore, accuracy in the measurement of the sample at the outlet of the abator (in the chimney) of the proposed equipment is established as an evaluation criterion.</p> <p>The score will be assigned linearly, based on the repeatability value declared by the bidder and supported by the corresponding technical documentation and certificates.</p> <p>Evaluation scale - Example:</p> <p>Dispersion ≤ ±0.10% of the measured value → 10 points</p> <p>Dispersion &gt; ±0.10% and ≤ ±0.50% of the measured value → 8 points</p> <p>Dispersion &gt; ±0.50% and ≤ ±1.00% of the measured value → 5 points</p> <p>Dispersion &gt; ±1.00% of the measured value → 0 points</p>	10								

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4	<p><b>Technical support service for the emissions monitoring system.</b></p> <p>The bidder that provides technical support at no additional cost for the emissions monitoring system, either on-site or virtual, post-PEM, will be assigned the following score:</p> <ul style="list-style-type: none"> <li>• &lt; 6 months: 0 points</li> <li>• ≥ 6 months: 5 points.</li> </ul> <p>All types of documents submitted by the bidder must be supported in order to be valid.</p>	5
5	<p><b>Extended warranty for monitoring system equipment</b></p> <p>The bidder offering an extended warranty will be assigned for both the following score:</p> <ul style="list-style-type: none"> <li>• &lt; 12 months: 0 points</li> <li>• ≥ 12 months and ≤ 18 months: 10 points</li> <li>• &gt; 18 months and ≤ 24 months: 15 points</li> <li>• &gt; 24 months: 20 points</li> </ul> <p>To assign a score, the bidder shall state in writing its commitment to comply with the additional warranty offered.</p> <p>All types of documents submitted by the bidder must be supported in order to be valid.</p>	20
<b>TOTAL</b>		<b>100</b>


<p align="center"> <b>To determine the score corresponding to the <b>Technical Proposal</b> of each bidder, the Convener will apply the following formula:</b>  <b><math>PPT = (ETO / ETMO) * 70</math></b>  <b>Where:</b>  <b>PPT: Score corresponding to the Technical Proposal</b>  <b>ETO: Technical evaluation of the offer</b>  <b>ETMO: Technical evaluation of the best offer</b> </p>
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### 3.12.3 EVALUATION OF THE ECONOMIC PROPOSAL

The Economic Proposal represents 30% of the total evaluation.

The score is calculated by comparing each offer against the one with the lowest economic value:

- The lowest offer out of ALL proposals receives the maximum score (30 points).
- The remaining offers obtain a proportional score, calculated based on the ratio between the lowest amount of ALL proposals and the amount of the proposal being analyzed.

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**To determine the score corresponding to the **Economic Proposal** of each Bidder, the Convener will apply the following formula:**

$$\text{PPE} = (\text{MPEMB} / \text{MPA}) * 30$$

**Where:**

**PPE: Score corresponding to the Economic Proposal**

**MPEMB: Amount of the Lowest Economic Proposal**

**MPA: Amount of the Economic Proposal being analyzed**

### 3.12.4 FINAL SCORING CRITERIA

The final result for each proposal (PTJ) shall be calculated for ALL compliant proposals by applying the formula:

$$\text{PTJ} = \text{PPT} + \text{PPE}$$

Where:

- PPT is the score corresponding to the Technical Proposal (70%).
- PPE is the score corresponding to the Economic Proposal (30%).

The sum of these two values will determine the total score of the proposal.

**To calculate **the final score** of each Proposal, the Convener will apply the following formula:**

$$\text{PTJ} = \text{PPT} + \text{PPE}$$

**Where:**

**PTJ: Total Score of the Proposal**

**PPT: Score corresponding to the Technical Proposal**

**PPE: Score corresponding to the Economic Proposal**


### 3.13 EXTERNAL AUDIT

Once APASA concludes the evaluation of the Technical and Economic Proposals and identifies the highest-rated Proposal and, consequently, the potential Awarded Bidder, an External Audit will be conducted by an External Auditor contracted by GIZ. The purpose of this audit is to guarantee maximum transparency in all stages of the Tender procedure. The award will be made following this External Audit.

The execution of the External Audit described in the immediately preceding paragraph will take approximately 60 consecutive days, counted from the business day following the deadline for the evaluation of proposals by the Contracting Party, as identified in item 3.18.

### 3.14 FINAL EVALUATION REPORT



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Once APASA concludes the evaluation of the Technical and Economic Proposals, minutes signed by the entire committee reflecting the final evaluation report will be published on the APASA website. However, the selected bidder will only be announced once the audit is finalized.

### 3.15 AWARD AND DECISION

The contract will be awarded to the bidder whose proposal met the legal and administrative requirements, whose technical proposal complies with the specifications contained in this document, and whose sum of the technical proposal score and the economic proposal score results in the highest total points, after the corresponding calculation has been performed.

The convener will issue the tender award decision of the tender, which must contain:

1. A list of the bidders whose proposals were rejected, stating the reasons and grounds for such determination.
2. A list of the bidders whose proposals were found compliant.
3. The name of the awarded bidder, indicating the reasons that motivated the award.

The Award Decision will be communicated to the Bidders no later than the date indicated in the calendar via publication on the website. This date for notifying the Award Decision may be postponed at the sole discretion of the Contracting Party if the External Audit has not been concluded.

For notification purposes, the corresponding award decision record will be published on the Convener's Website on the same day the virtual meeting mentioned in the previous item is held.

If an arithmetic or any other type of error is found in the award decision that does not affect the result of the evaluation conducted by the Convener, within 5 (five) business days following its notification and provided the Contract has not been signed, the Convener will proceed to correct it, clarifying or rectifying it through the corresponding administrative minutes, stating the reasons that caused it and the grounds for its amendment. This will be notified to the Bidders who participated in the Tender.

The award decision will be final and binding for the Awarded Bidder(s). The Bidders acknowledge and accept that no appeal or recourse will proceed against the award decision, hereby waiving from this moment the right to attempt any legal action against said decision.

### 3.16 DECLARATION OF THE TENDER AS NULL AND VOID


The Convener may declare the Tender void in the following cases:

1. When no Proposals are submitted at the Proposal Submission and Opening Date.
2. When all the submitted Proposals fail to meet the requirements of this Call and its Annexes.
3. If the Convener has evidence of an agreement between the Bidders to raise prices.

In the event the Tender is declared null and void, the Convener may proceed with a direct award or an invitation to at least three parties to determine the Contractor that will perform the Services.

The Convener may cancel the Tender when:

1. A fortuitous event or force majeure occurs.

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2. There are justified circumstances that extinguish the need to contract the Services.
3. Continuing with the Tender could cause damage or harm to the Convener.

### 3.17 CONTRACT SIGNING

Upon notification of the Award Decision, the rights and obligations established in the Tender's Model Contract (indicated in Attachment 006 - Model Contract) become enforceable and shall obligate the signing of the Contract. This Contract Model will contain the minimum terms of the Contract to be signed between the Convener and the Awarded Bidder, without prejudice to it being subject to adjustments and/or additions by the Convener prior to the signing of the Contract.

The Awarded Bidder must establish in favor of the Convener the following bank guarantees (item 2.8), issued by a first-tier banking entity, guaranteeing the seriousness of the offer and the fulfillment of the obligations derived from this tender. These guarantees must be previously approved by the Convener in their terms and conditions and delivered to the Convener within the indicated timeframes.


The legal representative of the Awarded Bidder undertakes to sign the Contract within 7 (seven) consecutive days following the notification of the Award Decision, in the form and/or at the address established by the Convener.

For the purposes of drafting and completing the Contract, the Awarded Bidder must send the following documentation to the Convener's email address no later than the business day following the notification of the Award Decision:

1. Articles of Incorporation and their amendments, showing that it was constituted in accordance with Argentine laws (if applicable), and/or their equivalent for Bidders from other countries.
2. Power of attorney granted before a notary public for the legal representative of the Awarded Bidder who will sign the Contract, and/or its equivalent for Bidders from other countries.
3. Official identification with photograph and signature of the legal representative, and/or its equivalent for Bidders from other countries.
4. Proof of Tax Address, not older than 3 (three) months.
5. Fiscal Certificate for Contracting issued by the AFIP and/or its equivalent for Bidders from other countries.
6. Screenshot validating the signature of the legal representative or the Contractor, and/or its equivalent for Bidders from other countries.
7. Registration number in the General Inspection of Justice and/or Articles of Incorporation registered in the Public Registry, and/or its equivalent for Bidders from other countries.
8. Bank account details page.

Should the Awarded Bidder fail to appear to sign the Contract for reasons not attributable to the Convener, the Contract will be awarded to the second-place bidder, in accordance with the records in the Award Decision, and so on in case the latter does not accept the award, provided its Proposal was found compliant in the Administrative and Technical Evaluations.



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### 3.18 TENDER PROCESS SCHEDULE

The milestones of this tender will be carried out in accordance with the following schedule, which is indicative:


N°	Milestone	Date
1	Publication of the call for tenders on the website	10/22/2025
2	Site visit to the work execution location (APASA).	10/28 ó 29 ó 30/2025 (From 8:00 AM to 4:00 PM, Argentina time)
3	Deadline for bidders to submit questions or observations.	10/31/2025
4	Deadline to respond to questions or observations.	11/04/2025
5	Deadline for submitting follow-up questions from the bidders regarding the clarifications and responses issued by APASA.	11/05/2025
6	Deadline for submitting responses with the requested information from bidders.	11/19/2025
7	Last day to publish amendments to the tender documents on the website.	11/19/2025
8	Last day for bidders to submit their proposals.	12/09/2025 (*) (Until 09:00 AM Argentina time)
9	Publication of the Receipt and Opening of Proposals Minutes	12/09/2025 (*)
10	Period for evaluation of Proposals by the Convener.	12/23/2025
11	Period for External Audit	02/15/2026
12	Award Decision act	7 calendar days after the period for external audit
13	Contract Signing	7 calendar days after the publication of the award decision

**NOTE (\*): Date changed in the schedule at request of proponents.**

For the different milestones, the time of receipt shall be considered the time of sending the respective email, converted to Argentina Time, UTC-3.

In the second round of questions, only clarifications regarding the answers provided in the first round of clarifications may be requested.

This tender schedule is subject to changes by APASA. These changes are intended to facilitate the tender process, but will never limit the time for submitting proposals or questions by bidders and they will be available on the aforementioned website.

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## SECTION 4: DOCUMENTS TO BE SUBMITTED BY BIDDERS

The documents and forms contained in this Section must be submitted by the bidders and shall consist of the following documentation:

- 1.a Administrative Documentation
- 1.b Legal Documentation
  - a. Technical Proposal
  - b. Economic Proposal

### 4.1 REQUIRED ADMINISTRATIVE DOCUMENTATION

1. To certify the legal existence and authority of its representative, the bidder shall submit a document in which the signatory declares under oath that they have sufficient powers to commit their represented entity, which shall contain the data indicated in **Form 1**.
2. A written statement in which the bidder declares under oath that they are not in the circumstances established in numeral 6 of this Call for Tender. **Form 2**.
3. Integrity Statement, in which the Bidder declares under oath, that by itself or through an intermediary, it will refrain from adopting conduct aimed at inducing the Convener and/or its staff to alter the result of the Proposals, the outcome of the procedure, or other aspects that grant more advantageous conditions relative to other Bidders. **Form 3**
4. Acceptance letter duly signed by the bidder and/or their legal representative, stating that their Proposals and, if applicable, the required documentation will be considered as not submitted if the electronic file containing the Proposals and/or other information cannot be opened due to a computer virus or any other cause beyond the control of the convener. **Form 4**
5. If applicable, submit a document signed by the legal representative of the Bidder, using **Form 5** of this Tender, stating which documents and information in its Proposal contain confidential information, explaining the grounds and reasons for such classification.
6. Sworn Statement of knowledge of the terms and scope of the Tender, Model Contract, and Clarification Minutes. **Form 6**
7. **Form 8** is a Declaration of Interest where a representative states their intention to participate in the procedure, providing data of the entity, its deed of incorporation, corporate purpose, and details of the legal representative.
8. **Form 9** is a Request for Clarifications regarding the tender for the supply of technology for the APASA nitric acid production plant, requesting specifications or clarifications on administrative, technical, and legal aspects, detailing each question according to the corresponding clause.
9. **Form 10** is a declaration where the legal representative states under oath their knowledge of the work execution site, environmental conditions, and consideration of the specifications and Clarification Minutes in the preparation of the proposal.
10. Validate with the latest financial balance sheet that the bidder has a turnover at least 3 times greater than the amount of its economic proposal.
11. Proof of Fiscal Address, not older than 3 (three) months.

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12. Fiscal Certificate for Contracting issued by the AFIP (Federal Administration of Public Revenues) and/or its equivalent for Bidders from other countries.
13. Screenshot of the validity of the signature of the legal representative or the Contractor, and/or its equivalent for Bidders from other countries.
14. Bank account details page.
15. Opinion on compliance with tax obligations issued 3 months prior to the submission of the technical offer.

## 4.2 REQUIRED LEGAL DOCUMENTATION


All documents required in the following items listed below must be submitted as attachments by the bidders:

1. If applicable, if interested parties submit a Joint Proposal, they must present an agreement signed by each of the constituent parties, indicating therein the specific contractual obligations corresponding to each of them, as well as the manner in which their fulfillment will be required.
2. Power of attorney granted before a notary public for the legal representative of the Awarded Bidder who will sign the Contract, and/or its equivalent for Bidders from other countries.
3. Registration number with the Inspectorate General of Justice and/or Articles of Incorporation registered in the Public Registry, and/or its equivalent for Bidders from other countries.
4. Official identification with photograph and signature of the legal representative, and/or its equivalent for Bidders from other countries.

## 4.3 REQUIRED TECHNICAL DOCUMENTATION

All documents required in the following items listed below must be submitted as attachments by the bidders:

1. **Form 11** corresponding to the description of the comprehensive work planning; therefore, the bidder cannot plead ignorance or request contract modifications for this reason.
2. To enable the technical score evaluation (3.12.1 EVALUATION OF THE TECHNICAL PROPOSAL), all documentation required in the matrix must be submitted and signed.
3. Evaluation Criteria Matrix for Bidders:
  - 3.1 All items requiring documentation to validate the points mentioned in the matrix must contain the following:
  - 3.2 For submitted documents to be considered as verifiable experience, they must include at least the following information:
    - a) Object of the contract
    - b) Name of the contracting Entity or Company.
    - c) Start and end dates.
    - d) Signature of the competent person.
  - 3.3 The number of documentary evidences of the plural bidder corresponds to the sum of the documentary evidences provided by each member of the plural bidder.

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3.4 The documentary evidences are considered to be issued under oath. APASA reserves the right to verify the information provided by the bidder during the evaluation and until the award, and to request any supporting documents deemed necessary, such as copies of contracts, settlement minutes, etc., without the bidder being allowed to supplement, add, or improve their proposal.

4. For Item 8 “Post-sale technical assistance”, the bidder must precisely detail in its offer to be presented the period of technical assistance offered, its cost (if applicable), including the scope of the service and the participation of all its strategic allies.
5. General Note: It is requested to attach any other documentation, required technical documents, minimum reference letters, and other documents requested in the tender documents.

#### 4.4 REQUIRED ECONOMIC DOCUMENTATION

All documents required in the following items listed below must be submitted as attachments by the bidders:

1. The economic proposal must state that the prices are fixed and unconditional during the validity of the contract, in **EUROS**, according to **Form 7**. Note that the validity of the proposal is after the opening of the bid; it must be valid until the date of the award decision. If not, clearly specify the validity of the offer.
2. **Form 12** is the Proposal Letter, a document in which the legal representative of a company expresses their interest in the call for specific works, accepting the established requirements, presenting an economic proposal, and ensuring the authenticity of the submitted documentation, as well as the expected execution time.

#### 4.5 JOINT PROPOSALS

Name, address, and tax identification number (or identification number/Passport number/National Identity Document/tax registration number of the relevant country) of the constituent parties, specifying, where applicable, the details of the public instruments certifying the legal existence of the legal entities and, if any, their amendments and modifications, as well as the names of the partners listed therein.


Name and address of the representatives of each of the grouped persons, indicating, if applicable, by means of a power of attorney executed by public deed, with which they certifies the powers of representation.

Appointment of a common representative, granting said representative broad and sufficient power of attorney to handle all matters related to the proposal and the tender process.

Description of the parts of the contract to be performed by each constituent party, as well as the manner in which the fulfillment of obligations will be required.

Express stipulation that each of the signatories will be jointly and severally liable along with the other members, as agreed, for the purposes of this Tender and the Contract, in the event that it is awarded to them.


#### 4.6 SITE VISIT FOR WORK EXECUTION

 <p>Austin Powder Argentina S.A. Petrochemical Division</p>	<p align="center"><b>INTERNATIONAL TENDER TERMS AND CONDITIONS FOR THE SUPPLY OF A CONTINUOUS N2O EMISSION MONITORING SYSTEM</b></p>			<p align="center"><b>NACAG-POT- RQC-004</b></p>
	<p>Classification D</p>	<p>Review 3 Date: 28/11/2025</p>	<p>Next Review Date: -</p>	<p>Page 37 of 38</p>

All documents required by the HR, SHES, and Processes departments, as named in the attachments, for both the plant visit and when the tender winner must enter the plant to perform work:

Annex 002 - SHES Specifications for Contractors.

Annex 003 – Entry Control for Contractor Personnel.

 Austin Powder Argentina S.A. Petrochemical Division	<b>INTERNATIONAL TENDER TERMS AND CONDITIONS FOR THE SUPPLY OF A CONTINUOUS N2O EMISSION MONITORING SYSTEM</b>			<b>NACAG-POT- RQC-004</b>
	Classification D	Review 3 Date: 28/11/2025	Next Review Date: -	Page 38 of 38

## SECTION 5: ANNEXES AND FORMS FOR THE INTERNATIONAL OPEN TENDER PROCESS

### 5.1 ANNEXES

The list of annexes for this Supplier Information Request is summarized below:

Annex 001 - Technical specifications of the nitric acid plant.  
Annex 002 - SHES specification for Contractors.  
Annex 003 - Entry control for contractor personnel  
Annex 004 - Purchasing Management Procedure.  
Annex 005 - Technical Specifications - Requirements for Goods and Services  
Annex 006 - Contract Template  
Annex 007- Bidder Evaluation GUIDE Forms

### 5.2 FORMS

Form No 01	Accreditation of Legal Status.
Form No 02	Sworn Statement on the Non-Existence of Impediments to Participate.
Form No 03	Integrity Declaration
Form No 04	Acceptance Letter for the Use of Electronic Communication Means
Form No 05	Document to Describe Documentation and Information Classified as Reserved, Confidential, and/or Commercially Reserved.
Form No 06	Written sworn statement of knowledge of the terms and scope of the Tender, Contract Model, and Clarification Minutes.
Form No 07	Economic proposal model.
Form No 08	Declaration of Interest in Participating in the Contracting Procedure.
Form No 09	Request for Clarifications, Questions, or Concerns Regarding the Aspects Contained in the Tender.
Form No 10	Statement of Knowledge of the Work Execution Site and of Having Attended or Not the Clarification Meeting(s).
Form No 11	Comprehensive work planning.
Form No 12	Proposal Letter

**"THE BIDDER"**  
**LEGAL REPRESENTATIVE**  
Signatures of Responsible Parties